

THE HON. MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TRAVIS MICKELSON, DANIELLE H.
MICKELSON, and the marital
community thereof

Plaintiffs,

vs.

CHASE HOME FINANCE LLC, an
unknown entity; et. al.

Defendants.

NO. 2:11-cv-01445

DECLARATION OF DANIELLE
MICKELSON IN SUPPORT OF
PLAINTIFFS' RESPONSE TO
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT

I, Danielle H. Mickelson, declare under penalty of perjury under the laws of the State of Washington, that the following is true and correct to the best of my knowledge:

1. I am over the age of eighteen years, and I am competent to testify as to the matters set forth herein.

2. The August 25, 2008, letter we received from Routh Crabtree Olsen informing us they were commencing foreclosure proceedings against us, stated that they represented our

1 mortgage company. It stated they were “working with Chase Home Finance, LLC –
2 Columbus Ohio” to help us keep our home.” It also stated it was Chase’s “mission to work
3 out a solution to [our] loan situation.” The letter described different opportunities to work
4 with our “lender” in order to stay in our home, (including Forbearance Plan, Loan
5 Reinstatement, Repayment Plan and Modification), or to give up our home while avoiding
6 foreclosure. (2008 Letter attached to D. Mickelson First Decl., as Exhibit A).

7
8 3. After initially contacting, first Routh Crabtree Olsen, and then Northwest Trustee
9 Services, and being instructed not to contact them, but to work directly with Chase, I did not
10 waste any more time trying to go through either Routh Crabtree Olsen, or Northwest Trustee
11 Services, even after we received a second round of foreclosure notices from them in 2010.

12 4. Working with Chase was a very difficult process, as it was very difficult to get
13 ahold of the person I was supposed to contact. I was frequently referred to a new person who
14 was supposed to be the contact person assigned to our account. These representatives were
15 often unavailable because their voicemails or emails were full.

16
17 5. It was very hard to provide them with the information they were seeking.
18 Sometimes it was because their fax machines were full and apparently did not accept my
19 paperwork. Many times I had to refax pages they said they did not receive. Sometimes my
20 paperwork sat on someone’s desk so long that it was outdated (some financial information
21 could not be older than 90 days).

22
23 6. I originally started working on loan modification as directed by customer service.
24 Then, another representative told me to decline the current proposal and close the loan
25 modification as soon as possible so we could reapply with the new rules enforced by President
26 Obama. Then, I was asked if I had received a Special Forbearance, and was switched over to

1 that process for several months. Finally, I was put back on track to obtain a loan
2 modification.

3 7. Even though I had to repeatedly follow up and check to see if my documents were
4 being processed, I believed that Chase's customer service representatives were trying to help
5 me. They were able to repeatedly postpone the scheduled Trustee's sale. They convinced me
6 not to worry about the sale dates because they said as long as I was working on a loan plan
7 with them, the sales would not occur.

8
9 8. On April 7, 2011, we received a letter from Routh Crabtree stating that our home is
10 now owned by Freddie Mac. This confirmed for me what Kevin with Chase had told me; that
11 Chase had asked Freddie Mac for another 30-day extension, which was denied right before
12 the Trustee's Sale actually occurred. Attached hereto as Exhibit B, is the letter from Routh
13 Crabtree and Olsen.

14
15 9. For months after our home was sold, Chase continued to contact us and send us
16 paperwork related to our loan modification. Attached hereto as Exhibit C are copies typical
17 of those received after foreclosure.

18 DATED this 9th day of October, 2012 at Arlington, WA.

19
20
21 
22 Danielle H. Mickelson

EXHIBIT A

ROUTH CRABTREE OLSEN, P.S.

A Law Firm and Professional Services Corporation
3535 Factoria Blvd. SE, Suite 200
Bellevue, WA 98006
Telephone (425) 458-2121 ♦ Facsimile (425) 458-2131
www.rcolegal.com

THIS OFFICE IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. THE FOLLOWING LETTER IS A DISCUSSION OF ALTERNATIVES TO FORECLOSURE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY. IF YOU ARE IN BANKRUPTCY, THEN PLEASE DISREGARD THIS LETTER IN ITS ENTIRETY AND HAVE YOUR ATTORNEY CONTACT OUR OFFICE AS SOON AS POSSIBLE.

August 25, 2008

Re: Property: 436 Ezduzit Lane, Camano Island, WA 98282
Loan No.: 1915309566
Our File No.: 7037.16475

Dear Homeowner:

Please be advised that **Routh Crabtree Olsen, P.S.** is working with Chase Home Finance, LLC - Columbus OH to help you keep your home. We represent your mortgage company and have received notice to commence foreclosure proceedings against your property. It is Chase Home Finance, LLC - Columbus OH's mission to attempt to work out a solution to your loan situation, and they have asked us to open a line of communication with you.

WE WANT YOU TO BE ABLE TO KEEP YOUR HOME!

You may be eligible for certain opportunities that will help you stay in your home. You may have had an unexpected expense or a circumstance beyond your control that has forced you to miss some mortgage payments. Chase Home Finance, LLC - Columbus OH would like to discuss your situation with you to determine what you can do to bring your loan current.

These alternatives are voluntary and could include:

- **Forbearance Plan:** An agreement to temporarily let you pay less than the full amount of your mortgage payment, or pay nothing at all, during the forbearance period. Your lender may consider a forbearance when you can show that funds from a bonus, tax refund, or other source of future income will let you bring the mortgage current or qualify you for a repayment plan or loan modification at the end of the forbearance period.
- **Reinstatement of Your Loan:** You would pay the total amount past due in one lump sum by a specified date.
- **Repayment Plan:** An agreement that gives you a fixed amount of time to repay the amount you are behind by combining a portion of what is past due with your regular

mortgage payment. At the end of the repayment period you will have gradually paid back the amount of your mortgage that was delinquent.

- **Modification:** This is a written agreement between you and the lender that permanently changes the terms of the loan that in some instances may make your payments more affordable. Common loan modifications include:
 1. **Adding missed payments to your existing loan balance**
 2. **Making an adjustable-rate mortgage into a fixed-rate mortgage**
 3. **Extending the number of years you have to pay to a longer term**

WHAT IF YOU CAN NO LONGER AFFORD TO KEEP YOUR HOME?

If you cannot or do not want to keep your home, your lender can work with you to avoid foreclosure. This can help reduce the negative effect on your credit reputation. There are several different ways this might occur depending on your financial circumstances:

- **Deed in Lieu of Foreclosure:** Under certain circumstances, you would voluntarily transfer ownership of your property to the lender in exchange for cancellation of your mortgage debt. In most cases, you must attempt to sell your home for its fair market value for at least 90 days. You would be given a specific period of time to relocate. This option may not be available to you if there are other liens or judgments on your home.
- **Short Payoff:** If you can sell your house but the sales proceeds are less than the total amount you owe on your mortgage, your lender may agree to a short payoff and write off the portion of your mortgage that exceeds the net proceeds from the sale.
- **Assumption of Your Loan:** This option permits a qualified buyer to take over your mortgage debt and pay the payments, even if the mortgage is non-assumable.

HOW DO YOU TAKE ADVANTAGE OF THESE ALTERNATIVES?

Complete the enclosed two-page financial form and return it in the enclosed self-addressed envelope.

Please note that the foreclosure action will continue whether or not the form is completed and returned. The foreclosure action will continue unless your lender determines that you are eligible for one of these alternatives and an agreement is signed.

You also have the right and should seek the advice of an attorney.

Time is of the essence; this information will enable us to determine what option is best suited to keep your account from being foreclosed upon. Please return the requested information via fax at (425) 283-0983, or mail to:

Routh Crabtree Olsen, P.S.

Attention: Pam Clark
P.O. Box 4143
Bellevue, WA 98009-4143

We hope that you will complete the enclosed forms so that we can work with you to consider alternatives to the pending foreclosure of your property.

Sincerely,

ROUTH CRABTREE OLSEN, P.S.

EXHIBIT B



13555 SE 36th St., Suite 300
Bellevue, WA 98006

Telephone: 425.458.2121
Fax: 425.458.2131
www.rcolegal.com

Emily Landi
Paralegal

Telephone: 425-213-5619
Fax: 425-974-8670
ddiaz@rcolegal.com
clandi@rcolegal.com

April 7, 2011

Occupants
436 Ezduzit Lane
Camano Island, WA 98282

Re: 436 Ezduzit Lane, Camano Island, WA 98282

Dear Occupant:

Federal Home Loan Mortgage Corporation, commonly known as Freddie Mac, now owns the property described above as the result of a foreclosure. We have been retained to proceed with an eviction proceeding to obtain possession of the property.

If you **are** a bona fide tenant as described under Title VII of the "Helping Families Save Their Homes Act of 2009" and can provide a copy of your current lease agreement or other evidence of tenancy, please contact our office immediately, so your lease can be reviewed and determined eligible under the Act.

If you are **not** a bona fide tenant or unable to provide evidence of a prior lease agreement, you still have the following options available to you prior to the initiation of eviction proceedings.

1. Relocation Assistance:

If you agree to vacate the property, we will offer you cash towards relocation expenses. This amount is subject to the property being vacated within a stated timeframe. Only one payment per household is provided for relocation assistance, regardless of the number of occupants. The property must be vacated by all occupants and be in broom clean condition, free of interior and exterior trash and debris, and all personal belongings must be removed from the property. All built-in/attached appliances and fixtures must remain in the property. The attached Stipulation outlines the amount to be paid and timeframe required. All adults currently occupying the property must sign the Stipulation, this will legally obligate you to vacate the property.

2. Month-to-Month Lease:

You may have the option of remaining in the property on a new month-to-month lease. To qualify for this option, you must:

April 7, 2011

Page 2

- demonstrate the ability to pay the market rent
- allow an inspector to enter and inspect the property
- sign a separate lease agreement
- sign a property condition disclosure at the time of the inspection
- allow future showings of the property to prospective buyers and real estate agents

In addition, the subject property must be in good condition and meet state and local code qualifications, and be free of any environmental or health hazard. Contact our office if you are interested in this option.

If we do not have a response from you within ten (10) days of this correspondence, we will continue with the eviction process.

Very truly yours,

ROUTH CRABTREE OLSEN P.S.

By 

Emily Landi
Paralegal

EXHIBIT C



Rec'd
5-16-2011

May 07, 2011



017580 1 of 1 NSP0VYG - ZA 000000000000 AR100

Travis Mickelson
Danielle H Mickelson
436 Ezduzit Ln
Camano Island WA 98282-



RE: Important Information about Your Payment

*****Please see Reverse Side*****

*****New Payment Amount*****
Principal & Interest: \$ 882.65
Total Monthly Payment: \$ 1,272.97
Effective Date: July 01, 2011

RE: Home Mortgage Loan 1915309566

Rate Change Notice

Dear Mortgagor(s):

Our records indicate that your loan, secured by a Mortgage on the property located at 436 Ezdazit Ln, Camano Island WA 98282 is scheduled to be adjusted as of June 01, 2011 effective with the July 01, 2011 payment.

Based on the monthly payments due by June 01, 2011, your principal balance will be \$ 403,495.51. Your interest rate of 2.62500% will be in effect until the next adjustment date of December 01, 2011. The current index value is 0.43050% which is based on the WSJ 6 MO LIBOR FIRST BUSINESS DAY effective for May 02, 2011.

We are adjusting your interest only payment from \$ 924.68 to \$ 882.65. Your new total payment amount is therefore \$ 1,272.97 beginning with the payment due on July 01, 2011.

Interest Rates are determined as follows:

Previous Index	0.44844%	Current Index	0.43050%
Margin	2.25000%	Margin	2.25000%
Previous Interest Rate	2.75000%	New Interest Rate	2.62500%

Note: The interest rate may be subject to a .12500 % rounding factor.

Based on your current loan balance and interest rate, the monthly payment of principal and interest that would be required to fully amortize your loan by maturity would be \$ 1,862.19.

Chase's goal is to provide the highest level of quality service for each of our customers. If you have any questions concerning this rate adjustment, please contact Customer Care at (800) 848-9136.

We appreciate your business and value our relationship with you.

Sincerely,

Special Loans
Chase Home Lending
www.chase.com

AR100

DATE

4/29/11

FECHA

___/___/___

IMPORTANT IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

JP Morgan Chase

NAME / NOMBRE

1-800-446-8939

TELEPHONE NUMBER*
NÚMERO DE TELÉFONO*

PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
POR FAVOR ESTÉ LISTO PARA DAR SU NÚMERO DE CUENTA.

WE ARE EXPECTING YOUR CALL TODAY
ESPERAMOS SU LLAMADA HOY.

*CALLS ARE RANDOMLY MONITORED & RECORDED TO ENSURE QUALITY SERVICE.

*LA LLAMADA PUEDE SER SUPERVISADA Y GRABADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-030-02.11

DATE

8/31/11

FECHA

___/___/___

IMPORTANT IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

JP Morgan Chase

NAME / NOMBRE

1-800-446-8939

TELEPHONE NUMBER*
NÚMERO DE TELÉFONO*

PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
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*LA LLAMADA PUEDE SER SUPERVISADA Y GRABADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-030-02.11

TEAR HERE & INSERT CARD INTO ENVELOPE

DATE

5/1/11

FECHA

___/___/___

IMPORTANT IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

JP Morgan Chase

NAME / NOMBRE

1-800-446-8939

TELEPHONE NUMBER*
NÚMERO DE TELÉFONO*

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SPI-030-02.11